INSTITUT ALFAPREVING DOO
BEOGRAD
Broj 1334/IX-21
Datum 03.09.2021.

SERVICE CONTRACT FOR HEALTH & SAFETY AND ENVIRONMENTAL PROTECTION JOBS

This Contract (hereinafter referred to as: the Contract) has been reached in Belgrade on (30 August 2021), by and between:

1. **CHINA RAILWAY INTERNATIONAL CO., LTD. SERBIA OGRANAK BEOGRAD-NOVI BEOGRAD**, Omladinskih brigada 21, Belgrade, registration no.: 29507228, TIN: 110034583 (hereinafter referred to as: *the Client*)

and

2. **INSTITUT ALFAPREVING DOO, BEOGRAD**, with an address: Internacionalnih brigada 22/21, Belgrade, registration no.: 20217308, TIN: 104705620 (hereinafter referred to as: *Service Provider*)

(hereinafter individually referred to as: *a Party* and jointly referred to as: *the Parties*)

WHEREAS

The Client expressed its intention for hiring a company licensed for providing health&safety at work and environment protection services in respect to the implementation of the project of modernization and reconstruction of the Railway NOVI SAD-SUBOTICA-STATE BORDER (hereinafter: *the Project*).

The Service Provider is willing to provide the mentioned services to the Client and declares that it is fully skilled and has the required equipment and the capacity to provide the services under this Contract.

Taking into account the mutual obligations and agreements contained in this Contract, the Parties hereby agree and commit on, as follows:

Article 1 – Contract documents

1.1. The following documents shall be considered as the legal grounds for the services under this Contract:

a) Health and Safety at Work Law;

UGOVOR O PRUŽANJU USLUGA U VEZI SA ZDRAVLJEM I BEZBEDNOŠĆU I ZAŠTITOM ŽIVOTNE SREDINE

Ovaj ugovor (u daljem tekstu: Ugovor) zaključen je u Beogradu, dana (30 August 2021) između:

1. **CHINA RAILWAY INTERNATIONAL CO., LTD. SERBIA OGRANAK BEOGRAD-NOVI BEOGRAD**, Omladinskih brigada 21, Beograd, matični broj: 29507228, PIB: 110034583 (u daljem tekstu označen kao: *Klijent*)

i

2. **INSTITUT ALFAPREVING DOO, BEOGRAD**, Internacionalnih brigada 22/21, Beograd, matični broj: 20217308, PIB: 104705620 (u daljem tekstu označen kao: *Pružalac usluga*)

(u daljem tekstu pojedinačno označeni kao: *Ugovorna strana* i zajednički označeni kao: *Ugovorne strane*)

S OBZIROM DA

Klijent je izrazio nameru da angažuje kompaniju licenciranu za pružanje usluga iz oblasti bezbednosti i zdravlja na radu i poslova zaštite životne sredine u vezi sa realizacijom projekta modernizacije i rekonstrukcije pruge NOVI SAD-SUBOTICA-STATE BORDER (u daljem tekstu: *Projekat*).

Pružalac usluga je spreman da Klijentu pruži pomenute usluge i izjavljuje da je potpuno osposobljen, da ima neophodnu opremu i da poseduje kapacitete da pruži usluge iz ovog Ugovora.

Uzimajući u obzir uzajamne obaveze i dogovor u sadržan u ovom Ugovoru, Ugovorne strane su saglasne i obavezuju se, kako sledi:

Član 1 – Ugovorna dokumentacija

1.1. Sledeća dokumenta smatraće se pravnim osnovom za pružanje usluga iz ovog Ugovora:

a) Zakon o bezbednosti i zdravlju na radu;

b) Rulebook on protection at work during construction works;
c) Regulations on proceedings and procedures of inspection (supervision) over the implementation of health and safety measures (H&S);
d) Environmental Protection Law;
e) Waste management Law;
f) Fire protection Law;
g) The Law on transport and storage of dangerous goods;
h) Regulations on transportation of dangerous goods (ADR, RID and ADN);
i) Any other document regulating occupational safety and health, environmental protection, waste management and transport and storage of dangerous items which is relevant for the implementation of construction projects.

Article 2 – Scope of works

2.1. The Service Provider shall perform the services to the satisfaction of the Client in accordance with the relevant regulations of the Republic of Serbia and the requirements of the Joint Stock Company for Public Railway Infrastructure Management Infrastructure of Serbian Railways (hereinafter referred to as: *Investor*) and the person appointed by the Government of the Republic of Serbia or the Investor to act as the Engineer for the needs of the Commercial Contract for the Project, or some other person the Government of the Republic of Serbia and the Investor shall occasionally appoint and inform the Client accordingly (hereinafter referred to as: *Engineer*):

a) Continuous Servicing activities of health and safety at work related to the Project (Health and safety manager);
b) Coordination servicing activities of health and safety at work to eliminate risk in business (Coordinator - Coordinator for the implementation of joint measures to ensure the safety and health of all employees);
c) Servicing activities of environmental protection related to the Project;
d) Servicing activities of storage, handling and

b) Pravilnik o zaštiti na radu pri izvođenju građevinskih radova;
c) Propisi koji regulišu postupke i procedure inspekcijskog pregleda (nadzora) nad sprovođenjem mera bezbednosti i zdravlja na radu (BZR);
d) Zakon o zaštiti životne sredine;
e) Zakon o upravljanju otpadom;
f) Zakon o zaštiti od požara;
g) Zakon o skladištenju i transportu opasnih materija;
h) Propisi koji regulišu transport opasnih materija (ADR, RID i ADN);
i) Svaki drugi dokument koji reguliše bezbednost i zdravlje na radu, zaštitu životne sredine, upravljanje otpadom i transport i skladištenje opasnih materija koji je relevantan za realizaciju građevinskih projekata.

Član 2 – Obim posla

2.1. Pružalac usluga obavlja usluge na zadovoljstvo Klijenta u skladu sa relevantnim propisima Republike Srbije i zahtevima Akcionarskog društva za upravljanje javnom železničkom infrastrukturom Infrastruktura železnice Srbije (u daljem tekstu: *Investitor*) i lice imenovano od strane Vlade Republike Srbije ili Investitora da deluje kao Inženjer za pogrebe Komercijalnog ugovora o Projektu ili bilo koje drugo lice koje Vlada Republike Srbije i Investitor povremeno imenuju i o tome obaveste Klijenta (u daljem tekstu: *Inženjer*):

a) Kontinualno servisiranje poslova bezbednosti i zdravlja na radu u vezi sa Projektom (Lice za bezbednost i zdravlje na radu);
b) Koordiniranje poslova bezbednosti i zdravlja na radu za otklanjanje rizika u poslovanju (Koordinator-lice za koordinaciju sprovođenja zajedničkih mera kojima se obezbeđuje bezbednost i zdravlje svih zaposlenih);
c) Servisira poslove zaštite životne sredine u vezi sa Projektom;
d) Servisira poslove skladištenja, rukovanja i

transportation of hazardous material, related to the Project;

e) Servicing activities of fire protection for the Client;

f) Servicing activities of preventive inspections related to the project: scaffolding, access structures, tools and other equipment for which there is no obligation to issue a special certificate, respectively expert certificate according to legislature of Serbia;

g) Preparation of technical documentation in the field of safety and health at work that includes:
   - preparation of safety and health data for the needs of the main project i.e. harmonization of the Plan of preventive measures on the construction site in accordance with the needs of the project and drafting of the method statement;
   - preparation of construction site health and safety plan (H&S plan/EUG) and delivery to the Labour Inspectorate;
   - documentation preparation in the field of health and safety at work for the Client in accordance with the Health and Safety Law:
     - Rules and training program for health and safety at work;
     - Risk Assessment in the workplace and work environment at the construction site and for the Client's office space;

h) Preparation of technical documentation in the field of environmental protection and waste management:
   - Environmental action plan (EAP);
   - Plan for Environmental Monitoring;
   - Preparation of Waste Management Plan;

i) Preparation of technical documentation in the field of fire protection:
   - drafting the rules of fire safety;
   - drafting Basic Training Program of employees in the field of fire protection and obtaining the approval of the Ministry of Internal Affairs regarding the same;
   - drafting an evacuation plan with graphics display of evacuation routes;
   - employee training in the field of fire protection;

transporta opasnim materjama u vezi sa Projektom;

e) Servisira poslove protivpožarne zaštite za potrebe Klijenta;

f) Servisira preventivne preglede u vezi sa projektom: skela, pristupnih konstrukcija, alata i druge opreme za koju ne postoji obaveza izdavanja posebnog sertifikata, odnosno stručnog nalaza prema zakonodavstvu Srbije;

g) Izrada projektno-tehničke dokumentacije iz oblasti bezbednosti i zdravlja na radu, što obuhvata:
   - izrada priloga iz bezbednosti i zdravlja na radu za potrebe glavnog projekta tj. usklađivanje Plana preventivnih mera na gradilištu saglasno potrebama projekta i izrada method statementa
   - izrada Elaborata o uređenju gradilišta i predaja Inspektoratu za rad;
   - izrada dokumentacije iz oblasti bezbednosti i zdravlja na radu za potrebe Klijenta u skladu sa Zakonom o bezbednosti i zdravlju na radu:
     - Pravilnik i Program osposobljavanja za bezbedan i zdrav rad;
     - Akt o proceni rizika na radnom mestu i u radnoj okolini za predmetno gradilište i Klijentov poslovni prostor;

h) Izrada projektno-tehničke dokumentacije iz oblasti zaštite životne sredine i upravljanja otpadom:
   - akcioni plan zaštite životne sredine;
   - izrada Plana monitoringa životne sredine;
   - izrada Elaborata o upravljanju otpadom;

i) Izrada projektno-tehničke dokumentacije iz oblasti protivpožarne zaštite:
   - izrada Pravila zaštite od požara;
   - izrada Programa osnovne obuke zaposlenih iz oblasti zaštite od požara i dobijanje saglasnosti MUP-a na isti;
   - izrada Plana evakuacije sa grafičkim prikazom evakuacionih puteva;
   - osposobljavanje radnika iz oblasti protivpožarne zaštite;

j) Izrada projektno-tehničke dokumentacije iz

j) Preparation of technical documentation in the field of handling, transportation and storage of hazardous materials:
   - Development plans of transportation, handling and storage of hazardous materials;
   - drafting the project and obtaining the approval from Ministry of Internal Affairs for overhead storage tanks of hazardous materials class Ia (explosives) and class III (combustible substances, petroleum and petroleum products);

k) According to the relevant environmental protection regulations of Serbia and the requirements of environmental protection agencys and customers, complete annual reports of waste stream products, assist in submission of relevant expenses, and communication and coordination with environmental protection agencys.

l) l)Regularly inspect the fire extinguishers in the customer's place of work

2.2. However, unless otherwise agreed by the Parties, the Scope of Works does not include the following services:

a) Service of health care
   - Medical examinations for employees
   - Arranging of health services for the Client's workers is possible with one of the private clinics (general or individual for each worker).

b) Services of a reference laboratory for environmental parameters analysis.
   - Sampling of water, soil, air, communal noise and technological waste.
   - Determining the parameters before starting work and monitoring during works (periodical testing) and testing at the end of works.

c) Supply with material (fire extinguishers testing)
   - Provision of portable fire extinguishers, type "S", CO2 and hydrant networks (if it will be installed).
   - Providing the notice boards, warning signs and signaling of safety and health at construction site

d) Providing physical and technical security support services on site (guards at site).

oblasti manipulacije, prevoza i skladištenja opasnih materija:

   - izrada Planova prevoza, manipulacije I skladištenja opasnih materija;
   - izrada projekta i obezbeđivanje saglasnosti MUP-a Srbije za nadzemne rezervoare za skladištenje opasnih materija razreda Ia (eksplozivi) i razreda III (zapaljive materije, nafta i naftni derivati);

k) U skladu sa relevantnim propisima o zaštiti životne sredine Srbije i zahtevima institucija i kupaca za zaštitu životne sredine, kompletirati godišnje izveštaje o otpadnim proizvodima, asistirati u podnošenju odgovarajućih troškova i komunikaciji i koordinaciji sa institucijama za zaštitu životne sredine.

l) Redovno pregledati aparate za gašenje požara na mestu rada kupca

2.2. Međutim, osim ukoliko nije drugačije dogovoreno od strane Ugovornih strana, obim posla ne obuhvata sledeće usluge:

a) Poslove zdravstvenog tretmana
   - Zdravstevni pregledi zaposlenih
   - Moguće je organizovanje zdravstvenih usluga za radnike Klijenta sa nekom od privatnih klinika (ugovoriti u globalu ili po radniku pojedinačno).

b) Poslovi referentnih laboratorija za analizu parametara životne sredine.
   - Uzorkovanje vode, tla, vazduha, komunalne buke i tehnološkog otpada.
   - Utvrđivanje parametara pre početka radova i kontrola u toku radova (periodična ispitivanja) i ispitivanja na kraju radova.

c) Snabdevanje materijalom (ispitivanje PP aparata)
   - Obezbeđivanje prenosivih PP aparata tipa "S", CO2 i hidrantske mreže (ako bude postavljena).
   - Obezbeđivanje tabla obaveštenja, upozorenja i signalizacije bezbednosti i zdravlja na radu na gradilištu

d) Obezbeđivanje službe fizičkotehničkog obezbeđenja gradilišta (čuvara na gradilštu).

Article 3 - Definitions and interpretation

3.1. *Client Staff* is a representative of the Client and all the staff at the Client's site, which includes staff, employees, and other persons of the Client and all Client's subcontractors, and all the other staff that assists the Client during the execution of the Project.

3.2. *The representative of the Service Provider* is a person mentioned in the Contract as a Service Provider or a person appointed by the Service Provider in accordance with the provisions of the Contract that act on behalf of Service Provider.

3.3. *The Service Provider staff* is a representative of the Service Provider and its staff who Service provider employs on-site as well as other personnel acting on behalf of the Service Providers during the works in accordance with the provisions of this Contract.

3.4. *Contractor* means the joint venture of China Railway International Co., Ltd. and China Communications Construction Company Ltd and its branch offices in the Republic of Serbia, as well as its legal successors.

3.5. *Subcontractor* is a person appointed as a subcontractor for part of the works and services in respect to the Project in accordance with the Commercial Contract, as well as its legal successors.

3.6. Any word in singular also includes the plural and vice versa where the context requires.

3.7. Wherever in the Contract is mentioned the word: notice, consent, approval, certificate, confirmation or determination by any person unless otherwise specified, such notice, consents, approvals, certificates, confirmation or determination shall be in writing, and the words *notify*, *verify*, *validate* or *determine* shall be accordingly interpreted. All such notices, consents, approvals, certificates, approval or determination shall not be denied or delayed for no reason.

Član 3 – Definicije i interpretacija

3.1. *Osoblje Klijenta* je predstavnik klijenta i svo osoblje Klijenta na gradilištu, koje uključuje osoblje, zaposlene i druga lica Klijenta i svih podizvođača Klijenta, kao i sve ostalo osoblje koje pomaže Klijentu tokom izvođenja Projekta.

3.2. *Predstavnik pružaoca usluga* je osoba pomenuta u ugovoru kao Pružalac usluga ili osoba imenovana od strane Pružaoca usluga u skladu sa odredbama Ugovora da deluje u ime Pružaoca usluga.

3.3. *Osoblje Pružaoca usluga* je predstavnik Pružaoca usluga i osoblje koje Pružalac usluga uposli na gradilištu, kao i drugo osoblje koje deluje u ime Pružaoca usluga tokom radova u skladu sa odredbama ovog Ugovora.

3.4. *Izvođač radova* podrazumeva joint venture kineskih kompanija China Railway International Co., Ltd. i China Communications Construction Company Ltd i njihove ogranke u Republici Srbiji, kao i njihove pravne sledbenike.

3.5. *Podizvođač* je lice imenovano za podizvođača za deo radova i usluga u vezi sa Projektom u skladu sa Komercijalnim ugovorom, kao i njegovi pravni sledbenici.

3.6. Reč u jednini takođe uključuje i množinu i obratno gde kontekst zahteva.

3.7. Gde god se u Ugovoru pominje reč obaveštenje, saglasnost, odobrenje, uverenje, potvrda ili određivanje od strane bilo kog lica, osim ako drugačije nije označeno, takvo obaveštenje saglasnosti, odobrenja, uverenja, potvrda ili konstatacija treba da bude u pismenoj formi i reči *obavestiti*, *overiti*, *potvrditi* ili *odrediti* će se shodno tome tumačiti. Sva takva obaveštenja, saglasnosti, odobrenja, uverenja, potvrda ili određivanje neće bez razloga biti uskraćena ili odložena.

Article 4 – Client Obligation

4.1. The Client is obliged to make the Service

Član 4 – Obaveze Klijenta

4.1. Klijent je dužan da Pružaoca usluga obavesti

Provider familiar with specific construction technology and methods used during the process of execution of the Project.

4.2. The Client is obliged to enable the Service Provider to access to all necessary technical data in respect of technology of execution of the Project.

4.3. If necessary, the Client is obliged to cooperate with the Service Provider so that the Service Provider can fully fulfill its obligations successfully.

4.4. The Client shall cooperate with coordinator of the Service Provider who will manage, supervise and control health and safety, and environmental protection works of the Subcontractors.

4.5. The Client is obliged to provide for the Service Provider working place within office at construction site, with accessories (one working table and chair and internet connection) at its own cost.

4.6. The Client is obliged to, in particular, perform the obligations (including, but not limited to the following):

a) to inform the Service Provider in writing, within 7 days, if it has started the construction of a new facility or the new site is opened, or in the event of any changes in the technological process;

b) to provide and undertake all measures in order for the employees to implement and comply with all prescribed measures for health and safety at work, as well as to sanction non-compliance;

c) to comply with all proposals, instructions and/or recommendations of Service Providers regarding improving health and safety at work;

d) to comply with Service Provider's written prohibition to work or to use the means of work, in case when the Service Provider finds an immediate danger to life and health of employees;

e) to engage only qualified, medically fit and trained (skilled) workers;

f) to provide proper medical examinations for engaged workers, prior to sending them to

o specifičnoj građevinskoj tehnologiji i metodima koji se koriste u procesu izvršenja Projekta.

4.2. Klijent se obavezuje da će Pružaocu usluga dati sve neophodne tehničko-tehnološke podatke u vezi sa poslovima izvršenja projekta.

4.3. Ako je neophodno, Klijent se obavezuje da sarađuje sa Pružaocem usluga, kako bi Pružaoca usluga mogao da u potpunosti ispuni svoje obaveze uspešno.

4.4. Klijent će sarađivati sa koordinatorom Pružaoca usluga koji će da upravlja, nadgleda i kontroliše poslove bezbednosti i zdravlja i poslove zaštite životne sredine Podizvođača.

4.5. Klijent se obavezuje da Pružaocu usluga obezbedi radni prostor u okviru kancelarije na gradilištu, sa pripadajućom opremom (radni sto, stolica i internet konekcija) o svom trošku.

4.6. Klijent je obavezan da naročito izvršava sledeće obaveze (uključujući ali ne ograničavajući se na sledeće):

a) da najkasnije 7 dana od početka izgradnje novog objekta ili otvaranja novog gradilišta ili u slučaju promena u tehnološkom procesu o tome pismeno obavesti Pružaoca usluga;

b) da obezbedi i preduzme mere da zaposleni sprovode i poštuju sve propisane mere za bezbednost i zdravlje na radu i da sankcioniše nepoštovanje istih;

c) da u svemu ispoštuje predloge, uputstva i/ili preporuke Pružaoca usluga u pogledu poboljšanja bezbednosti i zdravlja na radu;

d) da u svemu ispoštuje pismeni nalog Pružaoca usluga o zabrani rada na radnom mestu lli upotrebu sredstva za rad, u slučaju kada Pružalac usluga utvrdi neposrednu opasnost po život i zdravlje zaposlenih;

e) da na izvođenju radova angažuje samo kvalifikovane, zdravstveno sposobne i obučene (osposobljene) zaposlene;

f) da za angažovane radnike pre raspoređivanja na radnim mestima sa povećanim rizikom

work on high risk job positions;

g) to obtain and keep required documentation in respect to the work equipment (machinery and devices) in Serbian language before the installation at working position, inspected and tested in terms of safety for use;

h) to provide implementation of preventive measures during organization of work and working process in order to protect the safety of the employees;

i) to provide and deliver to the employees engaged on execution of works the means of work, i.e. personal protection equipment in accordance with the Health and Safety at Work Law;

j) to immediately inform the Service Provider regarding any changes affecting the employees health and safety;

k) to submit all documentation regarding the engaged subcontractors at the site relevant for the provision of services under this contract to the Service Provider.

4.7. Failure to comply with the obligations of the Client referred to in the previous paragraph, exclude the responsibility of the Service Provider in terms of health and safety at work, in case of possible consequences for the Client, arising from the Client's default.

4.8. The Client is obliged to inform the Service Provider regarding the planned working hours at the construction site for the next day prior to the end of working hours during the current business day, as well as regarding any changes of planned working hours.

4.9. The Client is obliged to translate all the documents provided to the Service Provider written other than in English or in Serbian into either English or Serbian. The Client is not obliged to translate the documents written in foreign language, received from any third party, in case that Service Provider does not understand the same.

4.10. The Client is obliged to appoint its representative for the needs of contact and providing information to the Service Provider in accordance with this Contract and inform the Service Provider accordingly.

obezbedi propisane lekarske preglede;

g) da je oprema za rad (mašine i uređaji) pre postavljanja na mesto rada pregledana i proverena u pogledu ispravnosti za rad i da ista poseduje propisanu dokumentaciju na srpskom jeziku;

h) da se prilikom organizovanja rada i radnog procesa, obezbede preventivne mere, radi zaštite života zaposlenih;

i) da se zaposlenima na izvođenju radova obezbede i daju na upotrebu sredstva za rad, odnosno sredstva i oprema za ličnu zaštitu na radu u skladu sa propisima Zakona o bezbednosti i zdravlju na radu;

j) da o svim promenama koje utiču na bezbednost i zdravlje na radu zaposlenih bez odlaganja obavesti Pružaoca usluga;

k) da Pružaocu usluga dostavi svu dokumentaciju od značaja za pružanje usluga iz ovog Ugovora u vezi sa svojim podizvođačima radova na gradilištu.

4.7. Nepoštovanje obaveza Klijenta iz prethodnog stava ovog člana, isključuje odgovornost Pružaoca usluga u pogledu bezbednosti i zdravlja na radu, za slučaj eventualnih posledica za Klijenta, koje nastanu u vezi sa propuštanjem Klijenta.

4.8. Klijent se obavezuje da informiše Pružaoca usluga o planiranom radnom vremenu gradilišta za naredni dan pre okončanja radnog vremena tokom tekućeg radnog dana, kao i o bilo kakvih promenama planiranog radnog vremena.

4.9. Klijent se obavezuje da prevede na engleski ili srpski jezik sva dokumenta dostavljena Pružaocu usluga, sačinjena na drugom jeziku osim engleskog ili srpskog jezika. Klijent nije dužan da prevodi dokumente sačinjene na stranom jeziku dobijene od trećeg lica na stranom jeziku u slučaju da ga Pružalac usluga ne razume.

4.10. Klijent je dužan da imenuje svog predstavnika za potrebe kontakta i informisanja Pružaoca usluga u skladu sa ovim Ugovorom i o tome obavesti Pružaoca usluga.

4.11. In order for the Service Provider to update the data for the preparation of the annual report, the Client is obliged to submit to the Service Provider no later than the 5th of the month for the previous month a list of products imported in the previous month

4.11. Da bi Pružalac usluga ažurirao podatke za izradu godišnjeg izveštaja, Klijent je dužan da najkasnije do 5. (petog) u mesecu za prethodni mesec dostavi Pružaocu usluga listu proizvoda uvezenih u prethodnom mesecu

Article 5 – Obligations of the Service Provider

Član 5 – Obaveze Pružaoca usluga

5.1. The Service Provider is obliged to cooperate with the Client and the Client's representatives against any third party in accordance with the Contract.

5.1. Pružalac usluga je dužan da sarađuje sa Klijentom i predstavnicima Klijenta protiv bilo koje treće strane skladu sa Ugovorom.

5.2. The Service Provider is obliged to provide the Client all services relating to health and safety at work and the environment protection matters, which are in accordance with the requirements of the Client as well as required by the laws of Republic of Serbia.

5.2. Pružalac usluga se obavezuje da Klijentu pruži sve usluge u vezi sa bezbednošću i zdravljem na radu i zaštitom životne sredine, u skladu sa potrebama Klijenta i zahtevima propisa Republike Srbije.

5.3. The Service Provider shall ensure the required insurance of his staff (mandatory social insurance and additional insurance based on agreement executed with an insurance company) including: insurance in case of illness, accident or death of the employee as well as insurance in case of disability of workers engaged permanently or temporarily in respect to the Project.

5.3. Pružalac usluga je dužan da obezbedi neophodno osiguranje svog osoblja (obavezno socijalno osiguranje i dodatno osiguranje na osnovu ugovora sa društvom za osiguranje), uključujući: osiguranje u slučaju bolesti, povreda na radu ili smrti radnika kao i osiguranje u slučaju nastanka invaliditeta radnika angažovanih stalno ili privremeno u vezi sa Projektom.

5.4. The Client may request the Service Provider to issue some collateral (security) for untimely execution of contractual obligations.

5.4. Klijent može zahtevati od Pružaoca usluga da pruži određeno sredstvo obezbeđenja (obezbeđenje) za neblagovremeno izvršenje ugovornih obaveza.

5.5. The Service Provider is obliged to pay the salaries and other remunerations to its staff on time and provide them transportation (including car) and working materials such as computer, printer, printing paper, stapler and puncher, unless otherwise specified in the Contract.

5.5. Pružalac usluga preuzima obavezu da blagovremeno isplaćuje zarade i druga primanja svom osoblju, kao i da osoblju obezbedi prevoz (uključujući i auto) i radni materijal kao što je kompjuter, štampač, papir za štampanje, heftalica i sprava za perforiranje, osim ukoliko je drugačije predviđeno ovim Ugovorom.

5.6. The Service Provider is obliged to prepare and deliver all the documents referred to in this Contract, including the risk assessment act and related documents, to the Client or the competent authority ahead of schedule determined by the Client, and at the Service Provider's expense.

5.6. Pružalac usluga se obavezuje da pripremi i dostavi sve dokumente predviđene ovim Ugovorom, uključujući Akt o proceni rizika i povezane dokumente, Klijentu ili nadležnom organu i pre roka koji odredi Klijent, a o svom trošku.

5.7. The Service Provider shall deliver to the Client the weekly reports, monthly report, all the records, meeting minutes and all the

5.7. Pružalac usluga se obavezuje da Klijentu dostavlja nedeljne izveštaje, mesečne izveštaje, sve beleške, zapisnike sa sastanaka

other documents related to health and safety and environmental protection matters determined by this Contract within the period agreed between the Parties hereto.

5.8. The Service Provider shall organize and hold the weekly health and safety meetings at the site.

5.9. The Service Provider shall send the required number of staff to the site in order to perform the services stipulated in the Article 7 of this Contract for the Client, and/or the Supervisor at the site, Labour Inspectorate, during agreed working hours, and always in case of an emergency, regardless of the working hours defined by this Contract.

5.10. The Service Provider is obliged to appoint its representative for the purpose of this Contract and inform the Client accordingly.

5.11. The Service Provider shall indemnify the Client against all claims, proceedings, damages, costs, charges and expenses in respect of death or injury suffered by the Client's staff or loss of or damages to property and all fees and penalties imposed by the competent authorities due to any act or neglect of Service Provider's staff.

5.12. The Service Provider is obliged to be present at the construction site and Client's office space, and, if necessary, to visit the Client in urgent and emergency cases according to Client's call.

5.13. The Service Provider is obliged to assist the Client in preparing and submitting the claim against the insurance company and third parties in the event of any damages occurred in respect to the safety, health and environmental protection issues.

5.14. The Service Provider is obliged to explicitly, directly and immediately inform the Client's representative in case of an immediate danger to life and health of Client's staff and life and health of other persons present at the construction site and Client's office during the execution of the Project by the Contractor or the Sub-Contractor.

i sve ostale dokumente u vezi sa bezbednošću i zdravljem na radu i zaštitom životne sredine predviđene ovim Ugovorom u roku dogovorenom između Ugovornih strana.

5.8. Pružalac usluga će organizovati i održavati nedeljne sastanke u vezi sa bezbednošću i zdravljem na radu na gradilištu.

5.9. Pružalac usluga će slati neophodan broj osoblja na gradilište radi pružanja usluga iz Člana 7 ovog Ugovora da bi se obezbedila usluga na licu mesta prema Klijentu, Nadzoru na gradilištu ili Inspektoratu rada, u toku dogovorenog radnog vremena, kao i uvek u vanrednim situacijama, nezavisno od radnog vremena definisanog ovim Ugovorom.

5.10. Pružalac usluga je dužan da imenuje svog predstavnika za potrebe ovog Ugovora i da o tome obavesti Klijenta.

5.11. Pružalac usluga će pružiti obeštećenje Klijentu od svih potraživanja, postupaka, šteta, troškova, naknada i troškova u slučaju smrti ili povrede osoblja Klijenta ili gubitaka ili štete na imovini i svih provizija i kazni određenih od strane nadležnih organa u vezi sa bilo kojom radnjom ili propuštanjem osoblja Pružaoca usluga.

5.12. Pružalac usluga je dužan da bude prisutan na gradilištu i u poslovnom prostoru Poslodavca, i, po potrebi, da poseti Klijenta u hitnim i vanrednim slučajevima na Klijentov poziv.

5.13. Pružalac usluga je dužam da asistira Klijentu prilikom pripreme i podnošenja slučaju podnošenja tužbe prema osiguravajućem društvu i trećim licima u slučaju nastanka štete u vezi sa pitanjima bezbednosti, zdravlja i zaštite životne sredine.

5.14. Pružalac usluga se obavezuje da eksplicitno, direktno i bez odlaganja obavesti predstavnika Klijenta u slučaju neposredne opasnosti po život i zdravlje osoblja Klijenta i po život i zdravlje drugih lica koja se nalaze na gradilištu i poslovnom prostoru Klijenta tokom izvođenja Projekta od strane Izvođača radova i Podizvođača.

5.15. The Service Provider is obliged to inspect and test equipment for work at the site.

5.16. The Service Provider is obliged to provide Introduction training of employees for safe and healthy work.

Article 6 – Contract price

6.1. All services will be paid on a monthly basis in a fixed amount for all types of services, according to the following positions under the Contract:

a) Monthly fee per person engaged for safety and health matters (for Article 7) is 255.000,00 RSD without VAT;
b) Monthly fee for the services referred to in the Article 8 is 78.000,00 RSD without VAT;
c) Monthly fee for the services referred to in the Article 9 is 45.000,00 RSD without VAT;
d) Monthly fee for the services referred to in the Article 10 is 28.000,00 RSD without VAT;
e) Monthly fee for the services referred to in the Articles 11 and 12 is 34.000,00 RSD without VAT.

The Service Provider will bear the cost of remuneration for night work of its staff, as well as cost of the overtime work in emergency situations.

6.2. The VAT (value added tax) rate is 20% (twenty percent).

6.3. The Contract Price determined in paragraphs 6.1 and 6.2 includes the profit of the Service Provider as well as expenses of organization works, preparatory and documentation works, accompanying material and equipment, office facilities, insurance, transportation, taxes (except VAT), levies, duties and all other related, direct or indirect, expenses of the Service Provider.

6.4. The service monthly fees referred to in paragraph 6.1 are fixed and will be valid during the term of this Contract. The Service Provided is not to allowed to increase the mentioned amounts during the term of this Contract for no reason whatsoever.

6.5. Provision of services in respect to drafting the project-technical documentation in the

5.15. Pružalac usluga je dužan da pregleda i testira opremu za rad na gradilištu.

5.16. Pružalac usluga je dužan da obezbedi uvodnu obuku zaposlenih za bezbednost i zdravlje na radu.

Član 6 – Ugovorna cena

6.1 Sve usluge biće plaćane na mesečnom nivou, u fiksnom iznosu za sve vrste usluga, prema sledećim pozicijama iz Ugovora:

a) Mesečna naknada po angažovanom licu za pitanja bezbednosti i zdravlja (za član 7) je 255.000,00 dinara bez PDV-a;
b) Mesečna naknada za usluge iz člana 8 je 78.000,00 dinara bez PDV-a;
c) Mesečna naknada za usluge iz člana 9 je 45.000,00 dinara bez PDV-a;
d) Mesečna naknada za usluge iz člana 10 je 28.000,00 dinara bez PDV-a
e) Mesečna naknada za usluge iz članova 11 i 12 je 34.000,00 dinara bez PDV-a;

Pružalac usluga će snositi sve troškove naknada za noćni rad svog osoblja, kao i troškove prekovremenog rada u hitnim situacijama.

6.2. PDV stopa (porez na dodatu vrednost) iznosi 20% (dvadeset procenata).

6.3. Ugovorna cena utvrđena u stavovima 6.1 i 6.2 uključuje dobit Pružaoca usluga, kao i troškove organizacije radova, pripreme dokumentacije i rada na istoj, propratni materijal i opremu, kancelarijski prostor, osiguranje, prevoz, poreze (osim PDV-a), takse, obaveze i sve druge povezane, direktne ili indirektne, troškove Pružaoca usluga.

6.4. Mesečne naknade za usluge iz stava 6.1 su fiksne i iste će biti na snazi za vreme važenja ovog Ugovora. Pružalac usluga nema pravo da poveća pomenute iznose za vreme trajanja ovog Ugovora iz bilo kog razloga.

6.5. Pružanje usluga izrade projektno-tehničke dokumentacije iz oblasti bezbednosti i

field of safety and health at work and fire protection、environmental protection, as follows:

a) Plan of measures of safety and health at work for the Project;
b) Plan of measures for environment protection during execution of the Project;
c) Amendments to the Act on risk assesment at workplace and working environment for the Project;
d) Study on construction site organization and submitting the same to the Labour Inspectorate;
e) Prepare annual reports and statements of waste stream products and submit them to environmental protection agencys.

is included in the fee specified in the Article 6 paragraph 1 lines a) and e).

6.6. Provision of additional services in respect to inspection and testing of means of labour, staff education and monitoring over the working environment conditions-periodical measuring and testing of noise, lighting, micro climate and harmfulness at the workplace for the needs of the Client is included in the fee specified in the Article 6 paragraph 1 line a).

Article 7 – The continuous service of health and safety at work - health and safety at work manager

7.1 In accordance with the Article 2 paragraph 1 line a), the Service Provider is obliged to send an engineer who has proficient English communication and writing skills and passed the exam for performance of safety and health services to work at the site for the purpose of performing the following services (including but not limited to):

a) Representing the Client at the meetings with the representatives of the Investor, the Engineer, the Subcontractors, relevant bodies of Labour Inspectorate and Inspectorate of Environmental protection, bodies of sector for rescuing and fire protection, team-involvement on duty in relation to regulations and

zdravlja na radu i oblasti protivpožarne zaštite, zaštite životne sredine, i to izrade:

a) Plana mera bezbednosti i zdravlja na radu za Projekat;
b) Plana mera zaštite životne sredine pri izvođenju Projekta;
c) Dopune Akta o proceni rizika na radnom mestu i radnoj okolini za Projekat;
d) Elaborata o uređenju gradilišta i predaje istog Inspektoratu rada
e) Pripremiti godišnje izveštaje i izveštaje o otpadnim proizvodima i dostaviti ih institucijama za zaštitu životne sredine.

je uključeno u iznos naknade precizirane u članu 6 stav 1 tačke a) i e).

6.6. Pružanje dodatnih usuga na pregledu i ispitivanju opreme za rad, edukaciju osoblja i monitoring uslova radne sredine-periodičnog merenja i ispitivanja buke, osvetljenosti, mikroklime i štetnosti na radnom mestu za potrebe Klijenta i njegovog osoblja je uključeno u iznos naknade precizirane u članu 6 stav 1 tačka a).

Član 7 – Kontinuirane usluge u vezi poslova bezbednosti i zdravlja na radu – lice za bezbednost i zdravlje na radu

7.1 U skladu sa članom 2 stav 1 tačka a) Pružalac usluga je dužan da pošalje jednog inženjera sa odličnim znanjem engleskog jezika u pisanoj i usmenoj komunikaciji i sa položenim ispitom za obavljanje poslova bezbednosti i zdravlja na radu na gradilištu radi obavljanja sledećih usluga (uključujući ali ne ograničavajući se na):

a) Zastupanje Klijenta na sastanima sa predstavnicima Investitora, Inženjera, Podizvođača, relevantnim osobama Ispektorata za rad i Inspektorata za zaštitu životne okolina, organima za spašavanje i protivpožarnu zaštitu, timsko uključivanje na dužnosti u odnosu na propise i zakone i o tome pismeno

laws, and will notify the Client in writing by delivery of meeting minutes;

b) Daily monitoring and controlling of health and safety measures implementation at work during execution of the Project;

c) Submission of weekly and monthly Reports in English in respect of health and safety measures at work implementation during execution of the Project in such form as the Client may prescribe;

d) Overview and recording of potential injuries during works execution and types of injuries, as well as coordination with the Client in order to find medical interventions;

e) Drafting the Risk assessment act for the Project before the deadline determined by the Client;

f) Organization and professional training of the Client's staff for safe handling of work equipment (construction machines, crane facilities and other) and to ensure the aforesaid staff to get the operation license;

g) Training of the Client's staff in the field of occupational health and safety for certain job position;

h) Education of the Client staff in the field of occupational health and safety for certain job position;

i) Daily monitoring of safety and functionality of the ancillary construction structures (access and working scaffolds, supporting scaffolding);

j) Control of functionality and appropriate use of hand tools, construction equipment, machinery, plant, devices and installations;

k) Daily control of implementation of established safety procedures;

l) Daily control of personal protective equipment used for works on high altitudes, protective helmets and other personal protective devices;

m) Making and keeping records in accordance with the established model of existing situation on the site in respect of safety measures implementation (along with photo record);

blagovremeno obavesti dostavom zapisnika Klijentu;

b) Dnevno praćenje i kontrolu primene mera bezbednosti i zdravlja na radu tokom izvođenja Projekta;

c) Podnošenje nedeljnih i mesečnih izveštaja na engleskom jeziku u pogledu primene mera bezbednosti i zdravlja na radu tokom izvođenja projekta u takvoj formi koje može propisati Klijent;

d) Pregled i zapis evidencija mogućih povreda tokom izvođenja radova i vrsta povreda, kao i koorinacija sa Klijentom radi iznalaženja lekarske intervencije;

e) Rad na Aktu o proceni rizika za projekat pre isteka roka koji određuje Klijent;

f) Organizacija i sprovođenje stručnog usavršavanja osoblja Klijenta za bezbedno rukovanje opreme za rad (građevinske mašine, dizalice, i sl.) i obezbeđivanje dobijanje dozvola za zaposleno osoblje –rukovaoce;

g) Obučava osoblje klijenta za oblast bezbednosti i zdravlja na radu za određen posao – radno mesto;

h) Podučava osoblje Klijenta za oblast bezbednosti i zdravlja na radu za određen posao – radno mesto;

i) Dnevna kontrola ispravnosti i funkcionalnosti pomoćnih građevinskih objekata (pristupne i radne skele, podržavajući skele);

j) Kontrola funkcionalnosti i odgovarajuće upotrebe ručnih alata, građevinske opreme, mašina, postrojenja, uređaja i instalacija;

k) Dnevna kontrola sprovođenja utvrđenih bezbednosnih procedura;

l) Dnevna kontrola upotrebe zaštitne opreme za radove na visini, zaštitnih šlemova i ostalih zaštitnih uređaja;

m) Izrađuje i vodi evidenciju u skladu sa utvrđenim modelom postojećeg stanja na terenu u vezi sprovođenja mera bezbednosti (zajedno sa fotozapisima);

n) To perform control of works suspension at the Project and delivering the report in writing if it is noticed that the safety measures are not applied;
o) To conduct reexamination after defect removal in order to abolish measures of temporary works suspension on the Project;
p) Daily following the rescue service such as provision of life-rescue facilities during execution of construction works above water in a case of need; the lawyer needs to clarify;
q) To assist the Client in issuing and managing site-entry with ID cards for the staff of the Investor, Contractor and Subcontractors on the site and make and keep records on visiting the construction site;
r) To ensure and organize publishing of information and warning boards for appliance of safety measures which should be highlighted on the site;
s) To undertake all the steps and measures proscribed by the applicable regulations for the purpose of handling any accident which might occur, and contacting the health services, the Ministry of Internal Affairs and inspection bodies in case of any injury-accident of workers on the site;
t) Organization of preliminary and periodical medical examinations of workers on the site;
u) Other works according to the provisions of Health and safety at work Law.

n) Da vrši kontrolu zabrane izvođenja radova u okviru Projekta i dostavi izveštaj u pismenoj formi ako je primetio da se sigurnosne mere ne primenjuju;
o) Da sprovede preispitivanje posle uklanjanja defekta, kako bi se ukinula mera privremene zabrane izvođenja radova projekta;
p) Dnevno prati spasilačku službu, kao što su obezbeđivanje spašavanja sa objekata u toku radova na Projektu iznad vode u slučaju potrebe za tim;
q) Da sarađuje sa Klijentom na izdavanju i upravljanju ulazom na gradilište sa ID karticama za osoblje Investitora, Izvođača i Podizvođača na gradilištu i evidentira i čuva evidenciju poseta gradilišta;
r) Da obezbedi i organizuje da se istaknu informacije i table upozorenja za primenu mera bezbednosti koje moraju biti istaknute na gradilištu;
s) Da preduzme sve neophodne korake i mere propisane važećim propisima radi upravljanja bilo kakvom nesrećom koja se može dogoditi i kontaktira zdravstvene ustanove, Ministarstvo unutrašnjih poslova i Inspekcijske organe u slučaju bilo kakvih povreda-nesreća radnika na gradilištu;
t) Organizuje preliminarne i periodične medicinske preglede radnika na gradilištu,
u) Ostali radovi u skladu sa odredabama Zakona o bezbednosti i zdravlju na radu.

Article 8 – Coordinator for the implementation of joint measures to ensure the safety and health of all employees

8.1 In compliance with Article 2 paragraph 1 line b) the Service Provider is obliged to perform the following services (including but not limited to):
a) Team participation in development plan of preventive measures for the Project and Study on site organization for the Client;

Član 8 – Koordinator sprovođenja zajedničkih mera kojima se obezbeđuje bezbednost i zdravlje svih zaposlenih

8.1 U skladu sa članom 2 stav 1 tačka b), Pružalac usluga se obavezuje da izvršava sledeće usluge (uključujući ali ne ograničavajući se na):
a) Timsko učešće u razvoju plana preventivnih mera za Projekat i studiju o organizaciji gradilištai za Klijenta;
b) Prilagođavanje Plana preventivnih mera

b) Adjusting the Preventive measures plan for the Project and the Study of the organization of the site for the Client in cooperation with the Client, Engineer and the Investor;
c) Coordination of activities regarding the application of measures for elimination of health risks for Employees;
d) Coordination of acts on risk assessment of the Sub-Contractors and other legal entities hired for this Project by the Client;
e) To supervise whether working activities are performed correctly and safely on the site and propose the corrective measures (at least once a week and even more frequently when there is an objective need);
f) Coordinate the work of safety managers set by the Subcontractors;
g) To require the person in charge of health and safety to carry out daily construction site visit and to control implementation of safety procedures prescribed by the Article 7 of this Contract;
h) To require H&S manager who is responsible for health and safety to make photos of irregularities that jeopardize the safety and health at work on a construction site at each visit, and if necessary prohibit further work until irregularities are corrected;
i) To analyze justification and objectivity of each temporary prohibition to work during the execution of the Project on the site;
j) To assist the Client in immediately removing the deficiencies that caused temporary prohibition of works on the site and to approve the continuation of works after deficiency removal;
k) To organize meetings with all persons in charge of safety and health at work matters (Investor, Contractor and Subcontractors, i.e. engaged legal entities on the site) at least once a week;
l) Coordination of implementation of health and safety measures by the competent authorities and Supervision of works:
   - Participation in weekly meetings

za Projekat i Studije o organizaciji gradilišta za Klijenta u saradnji sa Klijentom, inženjerom i investitorom;
c) Koordinacija aktivnosti u vezi sa primenom mera za otklanjanje zdravstvenih rizika zaposlenih;
d) Koordinacija Akata o proceni rizika Podizvođača i drugih pravnih lica angažovanih za ovaj Projekat od strane Klijenta;
e) Da nadgleda da li se radne aktivnosti obavljaju pravilno i bezbedno na gradilištu na gradilištu i predlaže korektivne mere (najmanje jednom nedeljno, a po potrebi i češće ako za to postoji objektivna potreba);
f) Kooridinira rad lica za bezbednost i zaštitu na radu postavljenih od strane Podizvođača;
g) Da zahtevaju od lica odgovornog za zdravlje i bezbednost da sprovodi svakodnevno posetu gradilišta i da kontroliše sprovođenje sigurnosnih procedura propisanih u Članu 7 ovog Ugovora;
h) Da zahtevaju od lica odgovornog za zdravlje i bezbednost da vrši fotozapis o nepravilnostima koje ugrožavaju bezbednost i zdravlje na radu na gradilištu pri svakom obilasku i, po potrebi, zabrani dalje izvođenje radova do otklanjanja nedostataka;
i) Da analizira opravdanost i objektivnost svake privremene zabrane za vreme izvođenja radova na gradilištu;
j) Da pomaže Klijentu da ukloni odmah svaku nepravilnost koja je prouzrokovala privremenu obustavu radova na gradilištu i da odobri nastavak radova po otklanjanju;
k) Da organizuje sastanke sa svim osobama zaduženim za poslove bezbednosti i zdravlja na radu (Investitor, Izvođač, Podizvođači i ostala pravna lica na gradilištu Klijenta) najmanje jednom nedeljno;
l) Koordinacija sprovođenja mera bezbednosti i zdravlja na radu od strane nadležnih organa i nadzora radova:
   - Učešće u nedeljnim sastancima u vezi bezbednosti, zdravlja i zaštite životne

regarding safety, health and environmental protection with the Investor, Engineer and Subcontractors and keeping and submitting the minutes of the meeting to the Client;
- Implementation of defined requirements to increase safety of workers during the service period of the Contract;

m) Coordination of implementation of health and safety measures and cooperation with authorities of Labour inspectorate of the Republic of Serbia:
- Operating agreement with the Labor inspectorate, establishing modalities for site visits and monitoring of safety and health measures implementation;
- Organized presence of legal entity – Subcontractor during inspection and supervision;
- Organization of execution of measures instructed and imposed by the Labour inspectors on the site;

n) Coordination of activities in case of injury of workers or other accidents on the site, as follows:
- reporting the competent authorities that an accident at work happened on the site (Ministry of Interior of Republic of Serbia and Republic Labour inspectorate),
- participation in investigation in case of occurrence of injury,
- coordination regarding the implementation of the obligations of legal entities – the Client or Subcontractors (whose worker is injured) and Labour Inspectorate and Ministry of Interior of the Republic of Serbia,
- Detailed analysis of each event and accident occurred at the construction site (identifying the source, cause and frequency of the same);

o) Coordination of the works regarding the choice of locations for storage of different materials, especially danger substances;

p) Supervision of health and safety measures at work and taking prescribed

sredine sa Investitorom, Inženjerima i Podizvođačima i vođenje podnošenje zapisnika sa sastanka.
- Implementacija definisanih zahteva da se poveća bezbednost radnika tokom trajanja ovog Ugovora;

m) Koordinacija impementacije mera bezbednosti i zdravlja na radu i saradnja sa instucijama Inspektorata za rad Republike Srbije:
- Operativni dogovor sa Inspekcijom rada, utvrđivanje modaliteta posete gradilišta i kontrole sprovođenja mera bezbednosti i zdravlja;
- Organizuje prisustvo pravnog lica - Podizvođača tokom vršenja inspekcije i nadzora;
- Organizacija izvršenja mera naloženih od strane Inspektora rada na gradilištu;

n) Koordinacija aktivnosti u slučaju povrede radnika ili drugih nesreća na gradilištu, i to:
- izveštavanje nadležnih organa (Ministarstva unutrašnjih poslova Republike Srbije i republičkog Inspektorata rada) o nezgodama koje se dogode na gradilištu,
- Učestvovanje u ispitivanju uzroka nastanka povrede,
- koordinira uvođenje obaveza pravnog lica – Klijenta ili Podizvođača (čiji je radnik povređan) sa Inspektoratom rada i Ministarstvom unutrašnjih poslova Republike Srbije,
- Detaljna analiza svakog događaja i nesreće na gradilištu (identifikacija izvora, uzroka i frekvencije istog);

o) Koordinacija radova u vezi sa izborom lokacija za skladištenje različitih materijala, a posebno opasnih materija;

p) Nadzor zdravstvenih i bezbednosnih mera na radu i uzimanje propisanih

evidence about insight during site visiting;

q) Safety supervision during welding, cutting and dealing with easy flammable materials during working process;

r) Presence and representation of the Client, during control by relevant organs of Labour inspection, Directorate for environment protection as well as other bodies, and offering proposals of collective measures in order to overcome any irregularities;

s) Other works resulting from provisions of the Regulation on health and safety at work at temporary or mobile construction sites and Rulebook concerning health and safety in execution of construction works.

dokaza o uvidu tokom posete gradilišta;

q) Bezbednosni nadzor tokom zavarivanja, rezanja i poslova koji se tiču lako zapaljivih materija u toku procesa rada;

r) Prisustvo i predstavljanje Klijenta tokom kontrole od strane nadležnih organa Inspekcije rada, Direkcije za zaštitu životne sredine, kao i drugih organa, kao i ponuda predloga kolektivnih mera radi prevazilaženja nepravilnosti;

s) Ostali radovi koji rezultiraju iz odredaba Uredbe o bezbednosti i zdravlju na radu na privremenim ili pokretnim gradilištima i Pravilnikom u vezi bezbednosti i zdravlja na radu pri izvođenju građevinskih radova.

Article 9 – Service of environmental protection

9.1. In compliance with the Article 2 paragraph 1 line c), the Service Provider is obliged to perform the following services (including but not limited to):

a) Organization and execution of the provision of the Study about the influence on environment as a result of the Project implementation;

b) The organization of the sampling and analysis of environmental parameters (soil, canals and groundwater and also the air) in the area of the site and monitoring over the same:
   - over carrying out sampling of environmental parameters prior to the commencement of the Project,
   - over carrying out sampling of environmental parameters periodically (depending on phase of the works, technological labor process and introduction of materials that can pollute environment);
   - over carrying out sampling of environmental parameters after completion of works at each location (traffic lane) where the works were performed;

c) Organization of periodic sampling of

Član 9 – Usluge zaštite životne sredine

9.1. U skladu sa članom 2 stav 1 tačka c) Pružalac usluga se obavezuje da izvrši sledeće usluge (uključujući, ali ne ograničavajući na):

a) Organizaciju i izvršenje odredbe Studije o uticaju implementacije Projekta na životnu sredinu;

b) Organizaciju uzorkovanja i analiza parametara životne sredine (zemljište, kanala i podzemnih voda, kao i vazduh) u zoni gradilišta i monitoring istog:
   - Da se pobrine za uzorkovanje parametara životne sredine pre početka projekta,
   - Da se pobrine za uzorkovanje parametara životne sredine periodično (u zavisnosti od faze radova, tehnoloških procesa rada i uvođenje materijala koji mogu da zagađuju životnu sredinu);
   - Da se pobrine za uzorkovanje parametara životne sredine, nakon završetka radova na svakoj lokaciji (saobraćajne trake) gde su se radovi izvodili;

c) Organizovanje periodičnih uzorkovanja

waste in order to classify the same into dangerous or harmless waste and keeping of required evidence:
  - Determination of procedures of waste management in accordance with categorization of waste (nonhazardous-hazardous);
  - carrying out the periodical analysis (once or twice a year) and proposing the appropriate method of waste disposal of storage, destruction or neutralization if it is determined that some waste is hazardous;

d) Waste management in the manner not endangering environment and health of people, with appliance of basic principles:
  - Selection of the most optimal option for environment;
  - Principle of proximity and regional approach of waste management;
  - Principle of responsibility in respect of quantity, composition and features of the product, as well as their right packing and loading;

e) Environmental protection during execution of anticorrosive protection works on the structures of the Project;

f) Preparing and keeping the prescribed evidence regarding the quantity, method and locations where the waste is disposed;

g) Cooperation with authorities of Ministry of Environmental Protection – Inspection Supervision;

h) Submission of Environment Assessment Report if required before the deadline instructed by the Client;

i) Submission of Environment Protection Plan if required before the deadline instructed by the Client;

j) Noise monitoring.

k) Other works resulting from provisions of the Law on environmental protection and the Law on waste management.

Article 10 – Service of reports of waste stream products

10.1. According to the relevant environmental protection regulations of Serbia and the

otpada, kako bi se klasifikovao u opasne ili bezopasne otpade i čuvanje potrebnih dokaza:
  - Utvrđivanje postupaka upravljanja otpadom u skladu sa kategorizacijom otpada (neopasan-opasan);
  - Da organizuje periodične analize (jednom ili dva puta godišnje) i propiše odgovarajući metod za odlaganje otpada - skladištenje, uništavanje ili neutralizaciju ako se utvrdi da neki otpad opasan;

d) Upravljanje otpadom na način koji ne ugrožava životnu sredinu i zdravlje ljudi, sa primenom osnovnih principa:
  - Izbor najoptimalnije opcije za životnu sredinu;
  - Načelo blizine i regionalnog pristupa upravljanja otpadom;
  - Načelo odgovornosti u pogledu količine, sastava i karakteristika proizvoda, kao i njihovo pravo pakovanje i utovar;

e) Zaštita životne sredine u toku izvođenja antikorozivne zaštite radova na strukture projekta;

f) Vođenje i čuvanje propisane evidencije o količini, načinu i lokacijama gde se odlaže otpad;

g) Saradnja sa Ministarstvom za zaštitu životne sredine i prostornog planiranja – Inspekcijski nadzor;

h) Podnošenje Izveštaja ocene životne sredine, ako je potrebno pre isteka roka po nalogu Klijenta;

i) Podnošenje Plana za zaštitu životne sredine, ako je potrebno pre isteka roka po nalogu Klijenta;

j) Organizacija praćenja buke.

k) Ostali radovi koji su rezultat odredaba Zakona o zaštiti životne sredine i Zakon o upravljanju otpadom.

Član 10 - Dostava izveštaja o otpadnim proizvodima

10.1. U skladu sa relevantnim propisima o zaštiti životne sredine Republike Srbije i

requirements of environmental protection agencys and customers, prepare annual reports of waste stream products, assist in submission of relevant expenses, and communication and coordination with environmental protection agencys.

10.2. Perform statistical analysis on waste stream products every month and form a monthly report.

Article 11 – Service of fire and explosion protection

11.1. In compliance with the Article 2 paragraph 1 line e), the Service Provider is obliged to perform the following services, (including but not limited to):

a) drafting the Fire protection plan;

b) drafting the rehabilitation plan for removal of consequences of fire;

c) drafting the rules for fire protection (for category III) with evacuation plan and Instructions for acting in case of a fire;

d) assisting in undertaking actions in accordance with the decision of the competent Fire protection inspector;

e) Giving suggestions for equipping the facility with installations, equipment and facilities for fire fighting;

f) Works on elaboration of program for basic training and inspection of the staff of the Client for which the consent of the Ministry of Internal Affairs must be provided;

g) Carrying out training of the staff of the Client and control of knowledge in the area of fire protection;

h) Carrying out training of the staff of the Client who may participate in usage, storage, transportation and disposal of the dangerous goods;

i) Issuing consent for project-technical documentation regarding fire protection measures for construction, renovation or rehabilitation of the Project;

j) representing the Client before the Inspectorate for fire protection of Ministry of Internal Affairs of Serbia:

zahtevima agencija za zaštitu životne sredine i kupaca, pripremati godišnje izveštaje o otpadnim proizvodima, asistirati u podnošenju odgovarajućih troškova i komunikaciji i koordinaciji sa agencijama za zaštitu životne sredine.

10.2. Obaviti statističku analizu o otpadnim proizvodima svakog meseca i sastaviti mesečni izveštaj.

Član 11 – Usluge protivpožarne i protiveksplozivne zaštite

11.1. U skladu sa članom 2 stav 1 tačka e) Pružalac usluga se obavezuje da izvrši sledeće usluge (uključujući, ali ne ograničavajući se na):

a) Radovi na izradi Plana protivpožarne zaštite;

b) Radovi na izradi plana sanacije za otklanjanje posledica požar;

c) Radovi na izradi pravila za zaštitu od požara (za kategoriju III) sa planom evakuacije i uputstva za postupanje u slučaju požara;

d) pružanje pomoći u pogledu preduzimanja radnji u skladu sa odlukom nadležnog Inspektora protivpožarne zaštite;

e) Davanje predloga opremanja objekta sa instalacijama, opremom i objektima za gašenje požara;

f) Radovi na izradi programa za osnovnu obuku i pregled osoblja Klijenta za koje mora da se obezbedi saglasnost Ministarstva Unutrašnjih poslova;

g) Sprovođenje obuke osoblja Klijenta i kontrolu znanja iz oblasti zaštite od požara;

h) Sprovođenje obuke osoblja Klijenta koji mogu učestvovati u upotrebi, skladištenju, prevozu i odlaganju opasnih materija;

i) Davanje saglasnosti na projektno-tehničke dokumentacije u pogledu zaštite od požara, mera za izgradnju, renoviranje ili rehabilitacije Projekta;

j) predstavljanje Klijenta pred Inspektoratom za protivpožarnu zaštitu Ministarstva unutrašnjih poslova Srbije:

- providing authorized inspectorate for fire protection of Ministry of Internal Affairs of Serbia with all necessary information and technical documentation,
- accompanying inspector during control carried out,
- assisting the Client in compliance with the decisions of inspector for fire protection and removal of noticed deficiencies;

k) Other works resulting from provisions of the Law on fire protection and the Law on management, storage and transport of dangerous goods.

Article 12 - Service of management, storage, operation and transport of dangerous goods

12.1 In compliance with 2.1 d) of Article 2, the Service Provider is obliged to perform the following services, including but not limited to:

(a) monitoring and directing the transportation of dangerous goods in accordance with the technical documentation;
(b) Professional training of the candidates for management and transport of dangerous goods;
(c) selection and adjustment of packing for transport and storage of dangerous goods;
(d) Elaboration of Study on measures of safety during transport of dangerous goods in road and water traffic ;
(e) Cooperation with the instructor for transport and operation of dangerous goods;
(f) Coordination of activities on elaboration of instructions for temporary lodging and storage of dangerous goods (technical gases, oil and oil products, paints, varnishes and thinners, etc.);
(g) Cooperation and coordination with the inspectorate for transport and operation of dangerous goods.
(h) Other works resulting from provisions of the Law the Law on transport and operation of dangerous goods (Službeni

- Da obezbedi ovlašćenim inspektorat za zaštitu od požara Ministarstva unutrašnjih poslova Srbija sve potrebne informacije i tehničku dokumentaciju,
- Da prate inspektora tokom sprovođenja kontrole,
- pomoć Klijentu prilikom postupanja u skladu sa odlukama Inspektora za zaštitu od požara i otklanjanje uočenih nedostataka;

k) Ostali radovi koji proizlaze odredaba Zakona o zaštiti od požara i Zakona o upravljanju, skladištenju i transportu opasnih materija.

Član 12 - Usluga upravljanja, skladištenja, rukovanja i transporta opsanom robom

12.1 U skladu sa 2.1 d) Člana 2. Pružalac usluga se obavezuje da izvrši sledeće usluge uključujući, ali ne ograničavajući na:

(a) Nadzor i upravljanje prevozom opasnih materija u skladu sa tehničkom dokumentacijom;
(b) Stručno osposobljavanje kandidata za upravljanje i transport opasnih materija;
(c) Izbor i regulisanje pakovanja za transport i skladištenje opasnih materija;
(d) Izradu Studije o merama bezbednosti pri prevozu opasnih materija u drumskom i vodenom saobraćaju;
(e) Saradnja sa instruktorom za transport i rad sa opasnim materijama:
(f) Koordinaciju aktivnosti na izradi uputstva za privremeni smeštaj i skladištenje opasnih materija (tehničkih gasova, nafte i naftnih derivata, boja, lakova i razređivači, itd);
(g) Saradnja i koordinacija sa Inspektoratom za transport i rad sa opasnim materijama.
(h) Ostali radovi su rezultat odredaba Zakona o transport opasnog tereta (Sluzbeni glasnik RS Br. 88/2010) i

glasnik RS No. 88/2010) and International regulations ADR, RID and ADN.

Međunarodne regulative ADR, RID i ADN.

Article 13 - Intellectual Property and Confidentiality

Član 13 – Intelektualna svojina i poverljivost

13.1 **Intellectual Property**

The Client keeps all copyright and other intellectual property rights in all the documentation prepared by the Client. The Service Provider has the right to copy, use and transmit these documents for the purpose of implementation of its obligations under this Contract at his own expense.

The Service Provider is forbidden to give interviews and to communicate with media without the prior written approval of the Client.

13.1 **Intelektualna svojina**

Klijent zadržava sva autorska i druga prava intelektualne svojine u svu dokumentaciju pripremljena od njegove strane. Pružalac usluga ima pravo da kopira, koristi i prenese ove dokumente za potrebe realizacije ovog ugovora o svom trošku.

Pružaocu usluga je zabranjeno da daje intervjue i da komunicira sa medijima bez prethodnog pisanog odobrenja Klijenta.

13.2 **Confidentiality**

a) All data obtained from the Client and subject to editing, development, preparation, reproduction, studies and training in relation to the work performed by the Service Provider, shall be considered confidential and will not be disclosed to any person, company or corporation, except the Client or when the Client issues a prior written approval that such disclosure can be made. This sub-section remains binding for the Service Provider even after the termination of this Contract regardless of the reason for termination of this Contract.
b) Within the validity period of Contract, both parties shall take proper measures to keep the materials or information strictly confidential.
c) Either party shall be obliged to keep confidential any secret information of the other party which either party or its personnel may obtain or be accessible to in the course of the performance of this Contract. Either party shall not make use of or disclose such secret information

13.2 **Poverljivost**

a) Svi podaci montaže, razvoja, sastavljanja, reprodukovanja, studije i pripreme u vezi sa radom koje dobija Pružalac usluga od strane Klijenta će se smatrati poverljivim i neće biti otkrivene za nijednom licu, preduzeće ili korporacija, osim Klijenta ili koga Klijent odredi. Ovaj podčlan ostaje obavezujuć za Pružaoca usluga i u slučaju raskida ugovora iz bilo kog razloga.
b) U vremenskom periodu važenja ugovora, obe strane će preduzeti odgovarajuće mere kako bi materijal ili informacije ostale strogo poverljive.
c) Jedna strana - ne obelodanjuje niti otkriva trećim licima bez prethodne pismene saglasnosti druge strane.

Obe strane su dužne da čuvaju kao poverljive sve tajne informacije druge strane koje neka strana i njeno osoblje može da dobije ili da bude dostupna u toku obavljanja ugovora. Nijedna straa ne može da koristi niti otkriva takve informacije dobijene od druge strane, bez prethodne pismene dozvole izdate

obtained from the other party without prior written permission issued by the other party.

od druge strane.

Article 14 - Ownership of Service Reports

14.1 Final version of the service report (including the edited version) submitted to the Client and all relevant data such as charts, plans and supporting material compiled in performing the scope of this Contract shall be the property of the Client. Such materials shall be sorted and indexed by the Service Provider prior to transmission to the Client.

14.2 The Service Provider shall be permitted to retain copies thereof, provided however that such materials, including the material furnished by the Client as stated in Article 14 of this Contract, shall not be used by the Service Provider for purposes not related with the Project without the prior written approval of the Client.

Član 14 - Vlasništvo nad Izveštajima

14.1 Konačna verzija izveštaja usluge (uključujući izmenjenu verziju) koji se podnosi Klijentu i svih relevantnih podataka kao što su grafikoni, planovi i propratni materijal sastavljen u obavljanju usluga, biće vlasništvo Klijenta. Takvi materijali će biti sortirani i indeksirani od strane Pružaoca usluga pre nego što se predaju Klijentu.

14.2 Pružaocu usluga će biti dozvoljeno da zadrži kopije, pod uslovom da takav materijal, uključujući i materijale odpremljene od strane Klijenta kako je navedeno u članu 13 ovog Ugovora, ne može se koristiti od strane Pružaoca usluga za namene koje nisu u vezi sa Projektom bez prethodne pismene saglasnosti klijenta.

Article 15 - Laws and Communications

15.1 Laws

Laws of the Republic of Serbia are applied to this Contract.

Član 15 - Zakon i tumačenja (komunikacija)

15.1 Zakon

Zakoni Republike Srbije se primenjuju na ovaj ugovor.

15.2 Language/s

(a) The language in which the Contract documents drawn up shall be in English except the documents from the third party.

(b) The Contract documents are drawn up in more than one language; the Contract shall be construed and interpreted according to the Ruling Language of English.

(c) Day to day communication on the site may be in Serbian or English, but all written communication, minutes of meeting, notices and any other contractual communication shall be made bilingual, in both Serbian and English.

15.2 Jezik/ci

(a) Jezik na kome su doneti dokumenti Ugovora će biti engleski jezik, osim dokumenata treće strane.

(b) Ugovorna dokumentacija se sastavlja na više od jednog jezika, a Ugovor će se tumačiti na engleskom jeziku.

(c) Svakodnevna komunikacija na gradilištu može biti na srpskom ili engleskom jeziku, ali pisana komunikacija, zapisnici sa sastanka, obaveštenja i druge Ugovorne komunikacije će biti na srpskom i engleskom jeziku.

(d) All documents necessary for the implementation of the Contract and all reports shall be made bilingual, in both Serbian and English.

15.3 Communication

Any written communication between the Client and the Service Provider, including notices and instructions relating to this Contract must contain the Contract title and Contract number, and must be sent by mail, courier, fax or transmitted by hand or by E-mail to the following addresses:
For the Client:

Name: CHINA RAILWAY INTERNATIONAL CO., LTD. SERBIA OGRANAK BEOGRAD-NOVI BEOGRAD

Address: Omladinskih brigada 21, 11070 Belgrade

Telephone: 066-8879063

Email: public@cric.rs
For the Service Provider:
Name: Institute ALFAPREVING DOO

Address: Internacionalnih brigada 22/21, 11000 Belgrade

Telephone: 011 344 97 23

Fax: 011 344 9719

Email: alfapreving@mts.rs

15.4 Change of Address

Either Party may change a nominated address or phone number aforesaid to some other address in the country (on the teritorry of Serbia) and phone number. The Party whose contact details were changed is obliged to inform the other Party regarding such change within 1 (one) business day from the change.

(d) Sva dokumenta neophodna za sprovođenje Ugovora i svi izveštaji će biti na srpskom i engleskom jeziku.

15.3 Komunikacija

Svaka pisana komunikacija, uključujući obaveštenja i uputstva u vezi sa ovim Ugovorom između Klijenta i Pružaoca usluga mora da sadrži naslov ugovora i broj ugovora i mora biti poslata poštom, kurirom, faksom ili lično ili putem e-maila na sledeće adrese:
Za Klijenta:

Naziv: CHINA RAILWAY INTERNATIONAL CO., LTD. SERBIA OGRANAK BEOGRAD-NOVI BEOGRAD

Adresa: VOmladinskih brigada 21, 11070 Beograd

Telefon: 066-8879063

Email: public@cric.rs
Za pružaoca usluga:
Naziv: Institut ALFAPREVING DOO

Adresa: Internacionalnih brigada 22/21, 11000 Beograd

Telefon: 011 344 97 23

Faks: 011 344 9719

Email: alfapreving@mts.rs

15.4 Promena adrese

Bilo koja strana može da promeni navedene adreseili brojeve telefona u adresu u zemlji (na teritoriji Srbije) i broj telefona. Strana čiji su podaci promenjeni je obavezana da o tom obavesti drugu stranu u roku od 1 (jednog) radnog dana od dana promene.

Article 16 - Staff of the Service Provider

16.1 The Service Provider is obliged to form a team for implementation of the Contract. All the members of the team are listed, as follows:

(a) Prof. dr. Dragan Stojanović, B.Sc. ing. occupational safety, team leader
(b) Miodrag Tasić, B.Sc. ing. traffic, safety and health person at work
(c) Miroslav Stanojević, B.Sc. occupational safety, the person in charge of environmental protection
(d) Dejan Nedeljković, B.Sc. electrical engineering, a person in charge of inspecting and checking work equipment
(e) Natasa Todorovic, B.Sc. ing. technologies, person in charge of fire and explosion protection, handling, storage and transport of hazardous materials
(f) Jovan Tadic , Occupational Safety Engineer - Team Member

16.2 One of the members of the team must Speak English fluently.
16.3 All of the members of the team shall be employed by the Service Provider, and the Service Provider is obliged to submit the explicit evidence of employment, if required.

Article 17 - Assignment

17.1 Neither the Client nor the Service Provider shall assign or sublet its rights or obligations hereunder without the prior written consent of the other party.

Article 18 – Payment

Član 16 - Osoblje Pružaoca usluga

16.1 Pružalac usluga je dužan da formira tim za realizaciju ugovora. Svi članovi tima su navedeni u nastavku:

(a) Prof. dr.. Dragan Stojanović, dipl. inž. zaštite na radu, rukovodilac tima
(b) Miodrag Tasić, dipl. inž. saobraćaja, lice za bezbednosti i zdravlje na rad
(c) Miroslav Stanojević, dipl.inž. zaštite na radu, lice zaduženo za poslove zaštite životne sredine
(d) Dejan Nedeljković, dip.inž. elektrotehnike, lice zaduženo za pregled i proveru opreme za rad
(e) Nataša Todorović, dipl. inž. tehnologije, lice zaduženo za poslove zaštite od požara iu eksplozije, poslove rukovanja, skladištenja i transporta opasnih materija
(f) Jovan Tadic , spec. struk. inženjer zaštite na radu - Član tima

16.2 Jedan od članova tima mora da odlično govori engleski.
16.3 Svi članovi tima će biti zaposleni od strane Pružaoca usluga i Pružalac usluga je dužan da dostavi eksplicitne dokaze u vezi zapošljavanja ako je potrebno.

Član 17 – Zadatak

17.1 Klijent kao ni Pružalac usluga neće asignirati ili preneti svoja prava i obaveze u nastavku bez prethodne pismene saglasnosti druge strane.

Član 18 – Plaćanje

18.1 At the end of each month the Service Provider shall submit to the Client in duplicate a written report - Letters attached to the accounts, each signed by a representative of the Service Provider, in a form prescribed by the Client, indicating the list of services during the respective month along with the value of each service.

18.2 Within 3 days from the receipt of the demanding letter from the Service Provider, the Client is required to verify the invoice and to confirm the acceptance of the invoice to the Service Provider. Within 7 days from confirmation, the monthly fee should be paid to the Service Provider's bank account specified in the invoice, in accordance with the Contract.

18.1 Pružalac usluga dostavlja Klijentu na kraju svakog meseca u dva primerka pismeni izveštaj - pisma vezana za račune, svaki potpisan od strane predstavnika Pružaoca usluga, u formi propisanoj od strane Klijenta, koja sadrže listu usluga koje su pružene tokom meseca zajedno sa vrednošću svake usluge.

18.2 U roku od 3 dana od dana prijema zahtevanog pisma od Pružaoca usluga Klijent je dužan da proveri račun i da potvrdi Pružaocu usluga da prihvata fakturu. U roku od 7 dana od potvrđivanja mesečna naknada se plaća na račun Pružaoca usluga naveden u fakturi, u skladu sa Ugovorom.

Article 19 - Validity Period

19.1 The contract will become effective starting from the date of the notification of works by the Investor and will remain in effect until the completion of the Project.

19.2 The Client is entitled to extend the validity period unconditionally and unilaterally 20 (twenty) days prior to the expiry of the same by sending a written notice to the Service Provider.

Član 19 – Period važenja

19.1 Ugovor počinje da važi od dana prijave radova od strane Investitora i ostaje na snazi do završetka radova na navedenom Projektu.

19.2 Klijent ima pravo da produži rok važenja bezuslovno i jednostrano 20. (dvadeset) dana pre isteka važenja slanjem pismenog obaveštenja Pružaocu usluga.

Article 20 - Force Majeure

20.1 Should either party be prevented from performing any of its obligations under Contract due to event of Force Majeure, such as war, serious fire, typhoon, earthquake, flood and any other events which could not be expected, avoided and overcome, the affected party shall notify the other party of its occurrence by sending a formal letter with the enclosed certificate proving the existence of some of the mentioned events issued by the competent authorities or agency within fourteen (14) days following its occurrence.

Član 20 – Viša sila

20.1 U slučaju da bilo koja strana bude sprečena da obavlja bilo koju od svojih obaveza prema Ugovoru u slučaju više sile, kao što je rat, ozbiljan požar, tajfun, zemljotres, poplava ili bilo koji drugi događaji koji se ne može očekivati, izbeći ni prevazići, pogođena strana će obavestiti drugu stranu o nastanku više sile tako što će poslati formalno pismo sa potvrdom izdatom od strane nadležnih organa ili agencije u roku od četrnaest (14) dana od dana njenog nastanka.

20.2 The affected party shall not be liable for any delay or failure in performing any or all of its obligations due to the event of Force Majeure. However, the affected party shall inform the other party in writing regarding the termination or elimination of the event of Force Majeure without delay.

20.3 Both parties shall proceed with their obligations immediately after the cease of the event of Force Majeure or removal of the effects.

20.2 Pogođena strana neće biti odgovorna za kašnjenja ili neuspeh u izvršavanju nekih ili svih svojih obaveza zbog slučaja više sile. Međutim, pogođena strana obaveštava drugu stranu u pisanoj formi o prestanaku ili nestanku slučaja više sile bez odlaganja.

20.3 Obe strane treba da nastave sa svojim obavezama odmah posle prestanka slučaja više sile ili uklanjanje posledica.

Article 21 - Termination of the Contract

21.1 The Client may, without prejudice to any other remedy for the Service Provider's breach of Contract, terminate Contract in whole or in part by a written notice of default sent to the Service Provider, if the Service Provider:

(a) Fails to deliver any or all of service reports within 7 (seven) days after the deadline as instructed by the Client; or

(b) Fails to make the service reports meet the requirements of the Client.

In that case, the correspondence monthly service fees in respect thereof shall not be paid.

21.2 Either party may, without prejudice to any other remedy, terminate Contract in whole or in part by a written notice, if the other party.

(a) Fails to perform its confidentiality obligation under Contract; or

(b) Fails to perform any other obligations under Contract except minor parts thereof, and does not remedy for its failure within a period of 7 (seven) days upon receipt of the written notice or a period agreed upon between the parties; or

(c) Becomes bankrupt or insolvent; or

(d) Affected by any event of Force Majeure for more than 90 (ninety) days.

Član 21 - Raskid ugovora

21.1 Klijent može, bez obzira na bilo koji pravni lek, za sledeće kršenje ugovora od strane Pružaoca ovih usluga, raskinuti ugovor u celini ili delimično, putem pismenog obaveštenja koje će poslati Pružaocu usloga, ako Pružalac usluga:

(a) Ne dostavi neke ili sve izveštaje usluga u roku od 7 (sedam) dana nakon isteka roka po nalogu klijenta; ili

(b) Izveštaj usluga ne ispuni zahteve Klijenta.

U tom slučaju, mesečna cena usluge korespondencije neće biti plaćena.

21.2 Bilo koja strana može bez obzira na bilo koji drugi pravni lek, raskinuti ugovor u celini ili delimično, pismenim obaveštenjem i u prilogu poslati eksplicitne dokaze drugoj strani, ako druga strana.

(a) Ne izvrši svoju obavezu povjerljivosti prema ugovoru; ili

(b) Ne uspe da obavlji nijednu drugu obavezu iz ugovora, osim manjih delova, a ne ispravi svoj neuspeh u roku od 7 (sedam) dana od dana prijema pismenog obaveštenja ili dogovorenog roka između strana: ili

(c) Postane nesolventna ili bankrotira; ili

(d) Bude pogođena bilo kojim slučajem više sile duže od 90 (devedeset) dana.

21.3 The Client may terminate Contract in whole or in part by a written notice sent to the Service Provider if the Commercial Contract is terminated for any reason whatsoever.

21.4 The outstanding credit and debt between the parties under Contract shall not be affected upon the termination or expiration of this Contract.

21.3 Klijent može da raskine ugovor u celosti ili delimično putem pismenog obaveštenja koje će poslati Pružaocu usluga ako komercijalni ugovor bude raskinut iz bilo kog razloga.

21.4 Nenamiren kredit i dug između strana na osnovu ugovora ne utiče na prestanak ili istek ugovora.

Article 22 - Dispute Resolution

22.1 All disputes in connection with or arising out of this Contract or the execution of obligations hereunder shall be settled through amicable negotiations. In case no settlement can be reached through negotiations within a maximum of thirty (30) days, the dispute should then be submitted for the final resolution to the Commercial Court in Belgrade.

Član 22 - Rešavanje sporova

22.1 Svi sporovi u vezi sa ovim Ugovorom ili koji proizilaze iz ovog Ugovora ili izvršenje istog će biti rešeno kroz prijateljske pregovore. U slučaju da rešenje ne može da se postigne putem pregovora u roku od najviše trideset (30) dana, spor će se voditi pred nadležnim sudom u Beogradu, Republika Srbija.

Article 23 - Modification of the Contract

23.1 Attachments hereof shall be integral parts of Contract and have the same legal force as the text of Contract itself. The text of Contract shall prevail in case of any discrepancies between the text of Contract and Attachments.

23.2 All amendments, supplements, subtractions, or alterations to Contract shall be made in written form and become valid upon the signature of the authorized representatives of both parties. The valid amendments, supplements, subtractions, or alterations shall from the integral parts of Contract and shall have the same legal force as the text of Contract.

Član 23 - Izmene ugovora

23.1 Aneksi su sastavni deo Ugovora i imaju istu pravnu snagu kao i sam tekst Ugovora. Tekst Ugovora je merodavan u slučaju neslaganja između teksta ugovora i aneksa.

23.2 Sve izmene, dopune, oduzimanja ili izmena Ugovora vršiće se u pisanoj formi i postaju važeći nakon potpisivanja ovlašćenih predstavnika obe strane.Važeće izmene, dopune, oduzimanja ili promene će biti sastavni deo Ugovora i imaju istu pravnu snagu kao i tekst Ugovora.

Article 24 - Copies and Coming into Force

24.1 This Contract shall come into force as of the date of signing by the authorized

Član 24 - Kopije i stupanje na snagu

24.1 Ovaj Ugovor stupa na snagu danom potpsivanja ovlašćenih predstavnika obe

representatives of each Party hereto.

24.2 This Contract is made in English and Serbian language in 6 (Six) identical bilingual counterparts, out of which 3 (three) counterparts are intended for the Client, and the remaining 3 (three) counterparts for the Service Provider.

24.3 In case of a discrepancy between the English and Serbian version of the Contract, the English language version shall prevail.

For and on behalf of / Za i u ime

CHINA RAILWAY INTERNATIONAL CO., LTD.
SERBIA OGRANAK BEOGRAD-NOVI BEOGRAD
(The Client / Klijent)

Zhou Xin
Legal representative/Zakonski zastupnik

strane.

24.2 Ovaj Ugovor je sačinjen na engleskom i srpskom jeziku, u 6 (šest) identičnih dvojezičnih primeraka, od kojih su 3 (tri) primerka namanjena Klijentu, a preostala 3 (tri) primerka Pružaocu usluga.

24.3 U slučaju nesaglasnosti između verzija Ugovora na engleskom i srpskom jeziku, verzija Ugovora na engleskom jeziku će imati prednost u tumačenju.

For and on behalf of / Za i u ime

INSTITUT ALFAPREVING DOO, BEOGRAD
(The Service Provider / Pružalac usluga)

N.T.

Dragan Stojanović
Director/direktor

DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU INSTITUT ALFAPREVING BEOGRAD